

# STATEWIDE ANNUAL OPERATING PLAN 2017



**Utah Department of Natural Resources  
Division of Forestry, Fire and State Lands**

**And the**



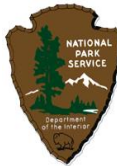
**United States Department of Interior  
Bureau of Land Management  
Utah  
BLM-MOU-UT-SW-2015-005**

**And the**



**Bureau of Indian Affairs  
Western, Southwest & Navajo Regions**

**And the**



**National Park Service  
Intermountain Region  
F1249130001**

**And the**



**United States Department of Agriculture  
Forest Service  
Intermountain Region  
#13-FI-11046000-015**

**And the**



**U.S. Fish and Wildlife Service  
Mountain and Prairie Region**

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Additional Utah Wildland Fire Policy system documents available at  
<https://sites.google.com/a/utah.gov/ffsl-enterprise/Home/fire>

**STATEWIDE OPERATING PLAN  
2017**

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Forestry, Fire and State Lands  
State Forester/Director

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Date

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Bureau of Land Management - Utah  
State Director

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Date

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Bureau of Indian Affairs  
Western Regional Director

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Date

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Bureau of Indian Affairs  
Southwest Regional Director

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Date

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Bureau of Indian Affairs  
Navajo Regional Director

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Date

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National Park Service - Intermountain Regional Office

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Date

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USDA Forest Service - Intermountain Region  
Regional Forester

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Date

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US Fish and Wildlife Service – Mountain and Prairie Region  
Regional Director

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Date

**This agreement will be considered in effect for an agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2016 Statewide Operating Plan**

# **OPERATING PLAN**

## **1. Authority**

- 1.1.** This Statewide Operating Plan is prepared pursuant to the Utah Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the State of Utah Division of Forestry, Fire and State Lands, hereafter referred to as the State or Division, and United States Department of Interior (USDI) Agencies within the state of Utah and the Intermountain Region of the U.S. Forest Service (USFS), hereafter referred to as the Federal Agencies, as set forth in provision 12 of the CFMA signed and dated 2013. This agreement is administered by the Utah Oversight Committee. This group consists of the designated representatives of the Agency Administrators charged with the oversight of the terms and implementation of the CFMA and the general oversight of interagency wildland fire management activities within the state of Utah. The Utah Oversight Committee is identified in the CFMA.

The purpose of this agreement is to provide for interagency cooperation for fire management in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and emergency stabilization and/or burned area rehabilitation by the state of Utah and all cooperating agencies party to this agreement. This agreement defines working relationships, preparedness activities, operating procedures and fire business practices for all aspects of incident management agreed to by all signature agencies. Local Operating Plans will identify local issues, resources and exchange areas.

## **2. Working Relationships**

### **2.1. General Information**

- 2.1.1.** The State adopted a new Wildland Fire Management System through SB 122: Wildland Fire Policy Updates during the 2016 legislative session. Supporting documents are listed in the Document Library, section 6.
- 2.1.2.** The State maintains cooperative agreements and agency reference manuals guiding the use and reimbursement of state agency resources used for fire suppression. Agreements and manuals are listed in the Document Library, section 6.
- 2.1.3.** Resources are ordered through the State Office of the Division or the Resource Ordering Status System (ROSS).
- 2.1.4.** Crew size will adhere to agency standards for number of personnel except on assignments where resource orders restrict crew size.

## **2.2. Division Resources**

- 2.2.1.** The Division has numerous single resource qualified personnel at both the State Office and six Area Offices (Logan, Heber City, Salt Lake City, Richfield, Moab, Cedar City).
- 2.2.2.** Lone Peak Conservation Center
  - 2.2.2.1.** The Division operates several organized suppression resources for national availability (ROSS):
  - 2.2.2.2.** Lone Peak IHC and Alta IHC: State-managed Type 1 crews listed in the National Mobilization Guide: Chapter 60.
  - 2.2.2.3.** Twin Peaks Type 2-IA Crew: Available nationally for suppression response.
  - 2.2.2.4.** Dromedary Fuels Crew: Type 2 Crew to provide a state fuels and fire resource.
  - 2.2.2.5.** Lone Peak Engines: Two (2) Type 3 engines available nationally for suppression response.
- 2.2.3.** A Utah Valley University internship program supports crews under State management at Lone Peak. Students can gain engaged learning experiences in pursuit of Emergency Service degrees while assigned to Lone Peak crews.

## **2.3. Utah National Guard**

- 2.3.1.** To access Utah National Guard (UNG) resources (for example, armories, Black Hawk helicopters, liaison officers, heavy equipment, etc.), they must be ordered through the State Office of the Division. The following contacts will be used:
  - 1.1.1.1. Brett Ostler**  
State Fire Management Officer (Acting)  
Office: 801-538-5389  
Cell (24 hours): 385-251-0144
  - 1.1.1.2. Shane Freeman**  
Assistant State Fire Management Officer  
Office: 801-538-5501  
Cell (24 hours): 801-560-1072

## **2.4. Department of Natural Resources Law Enforcement**

- 2.4.1. Department of Natural Resources (DNR) law enforcement may be made available for incident security needs. Availability of these resources is controlled by the DNR Law Enforcement Director. Orders must be placed through the State Office of the Division.

## **2.5. Department of Transportation and Department of Public Safety**

- 2.5.1. The State maintains cooperative agreements with the Utah departments of Transportation (UDOT) and Public Safety for these types of resources. Orders are placed through the local State Area Office representative and are considered state agency equipment.

## **2.6. County and Local Fire Departments and Special Service Fire Districts**

- 2.6.1. Local fire departments/districts that respond to wildland fires outside their area of jurisdictional authority or used in support of large fire incidents or through mutual aid will have an established memorandum of understanding (MOU) with the Division. These resources are considered State resources according to this agreement. The Cooperative Rate Agreement and agency reference manuals outline general provisions and clauses for use and reimbursement. Personnel will be required to be NWCG certified wildland firefighters and equipment will be inspected to meet NWCG requirements.
  - 2.6.1.1. Recognizing the need for safety and training standards for all individuals engaged in wildland firefighting (including full-time and volunteer fire departments), all agencies involved with this AOP will undertake a cooperative effort to develop and promote such requirements.
  - 2.6.1.2. Federal agency Incident Commanders are required to demobilize non-qualified firefighters from federal wildland fires.
  - 2.6.1.3. Local fire department personnel are NWCG certified (red carded) through the Utah Fire Service Certification Council or the Division.
- 2.6.2. The State maintains agreements for some local and State law enforcement resources for use on wildland fire incidents. A cooperated rate agreement will define pay rates for personnel and equipment use for participating departments.
- 2.6.3. The State has cooperative rate agreements with fire departments/districts and counties for the use and procurement of their resources. Requests for these resources can be made through the interagency dispatch center or directly through the County Fire Warden.
- 2.6.4. The Division does not sponsor supplemental or subcontracted fire department resources.
- 2.6.5. The Division has statutory responsibility to represent State agencies, counties, municipalities and fire departments/districts in all matters pertaining to wildland fire suppression with Federal Agencies.

## **2.7. The State and Federal Fire Management Assistance Grants**

- 2.7.1.** In the event a wildland fire threatens a community, it is possible to receive financial assistance through a Fire Management Assistance Grant (FMAG) from the Federal Emergency Management Agency (FEMA) to offset the suppression costs to the state. For eligible state and private land fires, the Division is responsible for initiating the process, notifying the Utah Division of Emergency Management (DEM) and FEMA, and collecting the required documentation, including consolidated spreadsheets identifying total actual costs based on source information. The Federal Agencies agree to provide the cost data required by the Division within nine months after the end of the incident period as defined by FEMA.
- 2.7.2.** Agency Administrators and/or the delegated Incident Management Team (IMT) will cooperate with the State to collect cost data, time and invoice records, and planning documents to support the request for FEMA cost-share funding.
- 2.7.3.** The Stafford Act now includes a provision to allow federally recognized Tribal governments the option to seek a Federal emergency or major disaster declaration directly from the President of the United States.

## **3. PREPAREDNESS**

### **3.1. Community Wildfire Preparedness Planning:**

- 3.1.1.** The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owners, developer of association; and the local, county, state and federal governments. The primary responsibility, however, remains with the local government and the citizen/owner.
- 3.1.2.** The purpose of wildfire preparedness planning is to: motivate and empower local government, communities, and property owners to organize, plan and take action on issues impacting the safety and resilience of values at risk; enhance levels of fire resilience and protection to the communities and infrastructure; identify the threat of wildland fires in the area; identify strategies to reduce the risks to structures, infrastructure and commerce in the community during a wildfire; identify wildfire hazards, education and mitigation actions needed to reduce risk and transfer practical knowledge through collaboration between stakeholders toward common goals and objectives.
- 3.1.3.** The intended outcomes of wildfire preparedness planning are to: facilitate organization of sustainable efforts to guide planning and implementation of actions - fire adapted communities, resilient landscapes, safe and effective fire response. Also to improve community safety through - coordination and collaboration, public awareness and education, firefighter training, fuel modification, improved fire response capabilities, fire prevention and develop long-term strategies
- 3.1.4.** In order to participate in the new statewide Wildland Fire Policy system, each eligible entity must complete a Community Wildfire Preparedness Plan. Although the State of Utah provides a CWPP template to streamline the process, the community can still take a variety of approaches to planning. The template is intended to be scalable to allow the community to add as much additional information that they deem necessary, depending on the objectives and desires of the community.



### **3.2. Fire Dispatch Centers (Provision 13 CFMA)**

- 3.2.1. The Agencies party to this agreement agree to maintain, support and actively participate with the following interagency dispatch centers:
- Northern Utah Interagency Fire Center (NUIFC)
  - Uintah Basin Interagency Fire Center (UBIFC)
  - Richfield Interagency Fire Center (RIFC)
  - Moab Interagency Fire Center (MIFC)
  - Color Country Interagency Fire Center (CCIFC)
- 3.2.2. Specific plans for staffing, funding levels and participation will be agreed to and documented in Dispatch Center Local AOPs.

### **3.3. Fire Prevention Policies (Provision 25 CFMA)**

- 3.3.1. All Agencies will coordinate their prevention programs and messages at every level to ensure a consistent message is given to the public. Where practical, any joint prevention projects will be conducted by all Agencies. The Utah Interagency Fire Prevention, Education, and Mitigation Committee, along with the Catastrophic Wildfire Reduction Strategy Communications and Prevention Coordinator, will coordinate statewide prevention activities.

### **3.4. Public Use Restrictions (Provision 26 CFMA)**

- 3.4.1. Fire use restrictions and closures by agency will be applied and information disseminated in a coordinated effort. The process is described in **Appendix A**.
- 3.4.2. Each Agency is responsible for issuing and administering burning permits on lands within its protection responsibility. The State is responsible for permits on unincorporated private land during the closed fire season (June 1 – October 31, as defined in UCA 65A-8-211 1.(a)).

### **3.5. Prescribed Fire and Fuel Management (Provision 28 CFMA)**

- 3.5.1. Agencies, based on their own governing authorities, can use each other's resources for non-incident activities, including prescribed fire, fuel reduction and other fuels management work. Use of State resources by Federal Agencies follows Federal Acquisition Regulations (FAR) contracting methods, or through interagency agreement processes (example: WRI agreement). The USDA Forest Service may contract with the State for services using mechanisms such as a Master Participating Agreement or the Good Neighbor Authority. Obligation of funds and financial procedures are identified in Chapter 5 of this document.

### **3.6. Joint Projects (Provision 24 CFMA)**

- 3.6.1. For all non-incident fire management related activities, also called Joint Projects, USFS and the Division must utilize the correct authority (e.g. Service First or Wyden) and instrument (e.g. Participating Agreement or Challenge Cost Share) in order to transfer funds. If the Joint Project does not result in fund transfer, completion of a Project and Financial Plan is optional.

### **3.7. Smoke Management (Provision 29 CFMA)**

- 3.7.1.** A plan to manage/coordinate smoke emitted by prescribed fires has been developed. The Utah Smoke Management Plan is designed to meet the requirements of State of Utah Title R307, state administrative rule for air quality; Regional Haze Rule, 40 CFR 51.309(d)(6); and the policies of the U.S. Environmental Protection Agency's (EPA) Interim Air Quality Policy on Wildland and Prescribed Fires. This plan has been approved by the Environmental Protection Agency under the current interim guidelines for smoke management plans to address national air quality standards. The Utah Smoke Management Plan (SMP) is located at:  
[https://gacc.nifc.gov/gbcc/predictive/docs/SMP011606\\_Final.pdf](https://gacc.nifc.gov/gbcc/predictive/docs/SMP011606_Final.pdf)
- 3.7.2.** The Utah Interagency Smoke Management Coordinator oversees the Utah SMP. The Coordinator is currently a BLM position co-funded by the agencies and stationed between the Utah Division of Air Quality and BLM. This position represents the interagency community in coordinating, scheduling and forecasting the effects of smoke from prescribed fires and wildland fires.
- 3.7.3.** The agencies have entered into an MOU that defines the duties and responsibilities of the Smoke Management Coordinator and the financial commitment of each agency.

## **4. OPERATIONS**

- 4.1.** The first objective is to keep firefighters and the public safe. Secondly, all agencies involved will work together to keep the wildland fire away from structures and communities. The State and Federal Agencies Land management agencies have a responsibility to prevent wildfire from spreading into areas where structures are present and to assist local fire agencies in protecting communities and structures from an advancing wildland fire.
- 4.2.** Local fire departments/districts are responsible for initial attack within their jurisdiction, including unincorporated private lands and incorporated cities and towns.
- 4.3.** The State is responsible for wildland fire suppression on state lands. By statute, the state is also responsible to ensure that adequate action is taken to suppress fires on non-federal forest, range, and watershed lands. When wildland-urban interface areas are involved or threatened, the State will be notified. The State will take the lead in planning and executing fire protection on these lands. Exceptions are federal agency administrative sites, those areas on Forest Service lands which are under long term lease to individuals and areas on lands administered by the Bureau of Indian Affairs. The State will assist federal agencies with urban interface fire protection on these lands. The State will act as liaison with local fire departments/districts.
- 4.4.** Federal Agencies are responsible for wildland fire suppression on the lands they administer.
- 4.5.** All agencies involved in or threatened by a wildland fire will operate within a Unified Command structure or Delegation of Authority.

#### **4.6. Fire Notifications (Provision 32 CFMA)**

- 4.6.1.** A responding resource or its dispatch center must immediately notify the Jurisdictional Agency's dispatch center when they are responding to an incident and of suppression actions taken, due to special management and financial considerations.
- 4.6.2.** If a responding resource is dispatched through its respective dispatch center to an incident where jurisdiction is unclear, unknown, suspected to lay within the boundaries of another jurisdiction, or suspected to be a "boundary line fire," then every effort for immediate notification to the appropriate Interagency Dispatch Center must be made. An agency responding onto another agency's land without properly notifying the agency will be responsible for its own costs and will not be eligible for reimbursement through billing or other agreements.

#### **4.7. Boundary Line Fires: (Provision 33 CFMA)**

- 4.7.1.** An appropriately qualified individual of the Jurisdictional Agency arriving first on site will act as the Incident Commander. All agencies will mutually agree to the designation of an Incident Command organization when multiple agencies are on site. The agencies involved will communicate with each other and participate jointly in strategy sessions with the Incident Commander to reach mutual agreement on strategy and tactics consistent with the policy guidelines of the agencies and the commitment and funding of their respective suppression resources.
- 4.7.2.** A cost share agreement will be prepared and approved for all actions when the incident occurs on multi-jurisdictional lands.

#### **4.8. Independent Action on Lands Protected by Another Agency (Provision 34 CFMA)**

- 4.8.1.** When wildfires are a threat to lands that are that Agency's protection responsibility, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of such wildfires. According to NWCG guidelines, any uncontrolled fire near to or heading toward an area under organized fire protection is considered a threat fire.
- 4.8.2.** In instances of threat fire, the Agency taking action will promptly notify the protecting Agency. A responding agency's actions will be commensurate with the Jurisdictional Agency's land management considerations, and subject to the laws and regulations of the Jurisdictional Agency. Due to safety considerations, the agency taking action will immediately notify the appropriate agency through the interagency dispatch center.
- 4.8.3.** Fire reports will be sent to the appropriate agency no later than 15 days after the fire is declared out. An agency that takes independent action on another agency's land without properly notifying the agency will be responsible for their own costs and all damages, injuries, or loss that results from their actions.

#### **4.9. Delegation of Authority: (Provision 38 CFMA)**

- 4.9.1.** A Delegation of Authority (DOA) is required for all Type I, Type II, and Type III fires involving multiple jurisdictions. The Jurisdictional Agency Administrator will ensure participation from the State when non-federal lands have burned or are threatened to burn, and will ensure participation from the appropriate Federal Agencies when federal lands burn or are threatened to burn. Any agencies whose lands have burned or are threatened to burn will participate in preparation of and sign the DOA.

#### **4.10. Wildland Fire Decision Support System (WFDSS) (Provision 39 CFMA)**

- 4.10.1.** A decision will be published in WFDSS for any fire involving lands under federal jurisdiction that has escaped initial attack or exceeds initial response. The appropriate Agency Administrator(s) or designee(s) from the Jurisdictional Agency will lead the decision process. If the fire has burned or threatens to burn non-federal land, the Agency Administrator will ensure that the State is involved in preparing the document. The Agency Administrator will also ensure participation from any other involved agencies, including the Protecting Agency. If the fire has burned or threatens to burn non-federal lands, the State will approve the incident decision in WFDSS and also assist with completing the validation unless identified otherwise.

#### **4.11. Special Management Considerations**

- 4.11.1.** All fire suppression action will be consistent with the Jurisdictional Agency's pre-planned objectives for the area in which the fire occurs. Local AOPs will identify areas and document procedures for areas requiring special land management considerations.
- 4.11.2.** The Jurisdictional Agency may provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.

#### **4.12. Escaped Prescribed Fires (Provision 35 CFMA)**

- 4.12.1.** Wildfires resulting from escaped prescribed fires ignited by Agency personnel are the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the Jurisdictional Agency.

#### **4.13. Management of Wildfire (Provision 36 CFMA)**

- 4.13.1.** The Jurisdictional Agency responsible for a fire that impacts property where wildfire would meet land management objectives will involve neighboring jurisdictions before deciding upon a strategy that is less than full-suppression. The Jurisdictional Agency will also assume responsibility for suppression costs of such fires unless agreed to otherwise in a cost share agreement. In cases where there are multiple management objectives, a cost share agreement will be negotiated on a case by case basis.
- 4.13.2.** All adjacent agencies will work together to identify cost share methodologies that will be utilized should the fire spread to an adjacent jurisdiction.

- 4.13.3. All agencies should be involved in developing strategies and tactics to be used to prevent fires from burning where they are not wanted. Where agreement cannot be reached regarding plans to keep fire from crossing property boundaries, discussion will be elevated to the next-level agency administrator representing each agency.

## **5. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **5.1. Training (Provision 49 CFMA)**

- 5.1.1. The agencies agree to work cooperatively to provide interagency fire training. Agencies will contribute to mutually beneficial projects such as the Utah Fire and Rescue Academy, and Applied Technology Campuses whenever practical.
- 5.1.2. The agencies will provide a representative to the Utah Zone Training Committee. This group will be the central body to identify training needs, prioritize applications, and develop new projects.

### **5.2. Communication Systems (Provision 50 CFMA)**

- 5.2.1. The agencies to this agreement agree to share voice and data communication transmission systems for fire management purposes.

### **5.3. Billing**

#### **5.3.1. Indirect Cost Rates – Cooperative Fire Protection**

- 5.3.1.1. When indirect cost rates are applied to Federal reimbursements, the Parties agree to the following:

- 5.3.1.1.1. If the payment recipient has never received or does not currently have a negotiated cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel and contracts up to the first \$25,000 of each contract.
- 5.3.1.1.2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
- 5.3.1.1.3. The payment recipient shall maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
- 5.3.1.1.4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

### **5.3.2. In State Fire Billing (Provision 53 CFMA)**

- 5.3.2.1.** The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements.
- 5.3.2.2.** State and Federal agencies agree to consolidate billing and minimum billing thresholds.
- 5.3.2.3.** Fires occurring in Utah regardless of jurisdictional boundary will be compiled based on each agency's cost. A reconciliation report will be developed through Fire Business System (FBS) and billed as one consolidated amount. This cost tracking method will reduce actual payments and ensure that a fair division of suppression costs can be made between the federal agencies and the State in a timely fashion. All agency or cooperator responses will be documented through the Wildcad system by the interagency dispatch centers. The generation of Wildcad Incident will allow costs to be captured for the consolidated billing process regardless of jurisdiction or responding agency. A final division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be negotiated by April 15<sup>th</sup> of each year. (See Appendix B)
- 5.3.2.4.** Minimum Billing Threshold is \$5,000 and applies to all fires in Utah. It does not apply to out of state responses.
  - 5.3.2.4.1.** The minimum threshold does not apply to costs for cooperating fire departments under an MOU with the State.
- 5.3.2.5.** Cost incurred on severity assignments within the State of Utah will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the CFMA Authority. Billing will occur prior to the end of the federal fiscal year.

### **5.3.3. Out of State Fire Billing (Provision 53 CFMA)**

- 5.3.3.1.** Billings for fires under the jurisdiction of the USFS or another state will be certified by the USDA Forest Service R-4 or designee and sent to the Albuquerque Service Center. Billings for fires under the jurisdiction of Department of the Interior Agencies will be certified by the BLM state office and sent to the BLM National Operation Center (NOC). The billing process will be followed as outlined in **Appendix C**.
- 5.3.3.2.** When assigned to an out of state fire, the initial resource order and dispatch will provide adequate verification for use and reimbursement on any fire without a re-assignment requiring a new resource order. In extenuating circumstances like trespass fires or FMAGs, further break out may be required, if available.

- 5.3.3.3.** IMT's manage complex fires with additional initial attack areas. Resources may be loaned to other incidents within a complex or on an individual initial attack. Limitations of ISUITE and/or ROSS make it expedient to loan these resources to local IA fires or other fires within a complex without generating a re-assignment and new order in ROSS. It may be necessary for the Agency Administrator and IMT to track costs for each separate incident number. Therefore State and cooperator resources may have a resource order for one incident but tracked financially to another incident. When these circumstances exist, a notation by the IMT or Agency Administrator will be made on the OF 288, CTR or other incident documentation and allow payment for each affected incident.
- 5.3.3.4.** For billable/reimbursable expenses as claimed on out of state fire invoices, reference 5.3.9.

#### **5.3.4. Agreed to Billing Non-incident**

- 5.3.4.1.** Non-incident related ordering of State agency resources on Forest Service hazard mitigation projects will require a federal procurement document or the use of another appropriate agreement through the appropriate USDA Forest Service agency and entered into the appropriate FS payment system.
- 5.3.4.2.** Costs will be agreed to in the procurement document or an agreement financial plan. Administrative costs can apply to the project costs. An invoice will be submitted and paid from the local forest's appropriated funds.

#### **5.3.5. Reimbursable Assistance Expense**

- 5.3.5.1.** The Master Cooperative Wildland Fire Management Agreement Provision 59 Waiver is subject to: first meeting provision CFMA 23. B. and Reimbursable Assistance clauses in this document.
- 5.3.5.2.** Costs incurred as the result of an incident that are billable/reimbursable, shall be summarized on the invoice as below. These costs include but are not limited to:
  - 5.3.5.2.1.** Aircraft, airport fees, and retardant costs.
  - 5.3.5.2.2.** Charges from the State, for State-controlled resources, such as; National Guard resources, county and local resources.

#### **5.3.6. FRA Equipment Use**

- 5.3.6.1.** Costs of agency equipment in support of the incident and contract equipment costs.

#### **5.3.7. Personnel Time**

- 5.3.7.1.** Agency costs for salary and benefits including premium pay if and when it is earned according to the policies, laws and rules governing the employees of the supporting agency.
- 5.3.7.2.** Additional support dispatching services requested through a resource order.

**5.3.8. Equipment and Fleet Vehicle Usage**

- 5.3.8.1.** Agency costs for transportation including but not limited to: fuel, oil, and agency established mileage fees.

**5.3.9. Reimbursable Expenses**

- 5.3.9.1.** Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- 5.3.9.2.** Agency costs for transportation including but not limited to: airline fees, vehicle rental fees, rental vehicle fuel and oil.
- 5.3.9.3.** Lodging and per diem reimbursable expenses shall not exceed the published General Services Administration (GSA) allowable rates. State employees who cannot obtain lodging at or below the GSA rates for the area must contact State Travel to secure lodging. Exception for fire departments: In those instances where the GSA lodging rate (excluding room taxes) cannot be obtained, the resource shall receive, in writing, approval by the incident and submit with the billing document.

**5.3.10. Miscellaneous Expenses**

- 5.3.10.1.** Agency-owned equipment lost, or damaged by the Supporting Agency accompanied by the appropriate agency source documentation to include insurance deductible paid.
- 5.3.10.2.** Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or jurisdictional agency or the fire team within the limits of their delegated authority or identified in the IIBMH Rev. 2016.
- 5.3.10.3.** Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- 5.3.10.4.** Incidental expenses.



#### **5.4. Funding Authority**

- 5.4.1. The State and its cooperators will be reimbursed according to the rules governing the funding source outlined in the **State of Utah Uniform Accounting Manual**. No agency will be obligated for payments of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this plan.

#### **5.5. Audit Procedures**

- 5.5.1. The Agencies agree to conduct a coordinated audit of up to five percent of the incidents managed under this agreement. Effort will be made to include a representative sample of incidents from all agencies and all dispatch zones. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case-by-case basis. Any decision to further examine records will be agreed to and pursued by all agencies involved.

#### **5.6. Medical Treatment**

- 5.6.1. Utah State Employees and cooperators are eligible to receive Agency Provided Medical Care (APMC) as described in the Interagency Incident Business Management Handbook Rev. 2012. The State cannot set up or pay for APMC when the Division is the Jurisdictional Agency.
- 5.6.2. Worker Compensation Fund of Utah (WCF) is the insurance provider for state employees. The employee and supervisor will submit all State required forms for the injury or illness to be electronically filed with WCF.
- 5.6.3. State cooperators are required to carry workers compensation insurance on all employees and volunteers. Utah has several Government Associations or Trusts including WCF that provide insurance to local fire department organizations.
- 5.6.4. Refer to the Interagency Standards for Fire and Fire Aviation Operations (Red Book), Chapter 7. The following standards will be used when any firefighter sustains burn injuries, regardless of agency jurisdiction.

## 5.7. Procurement

- 5.7.1. The Agencies agree to honor each other's procured Incident Blanket Purchase Agreements (I-BPAs) and may use said documents on single or multi-jurisdictional fires. The agency with the jurisdictional responsibility for the incident will be the payment agency regardless of who established the I-BPA except as stated in 5.7.2.
- 5.7.2. The State is subject to its own procurement statutes, rules, policies and procedures. State Agency Cooperative Contracts and contracts established by a special purchasing delegation to the Division are a means to procure services and supplies and negotiate land and facility use agreements. The invoices will be submitted to the State for payment when State procurement was used on federal jurisdictional fires and costs reconciled through the consolidated billing process. The special purchase delegation from the State Division of Purchasing allows the use and payment for federal I-BPA's and other federal solicited services and supplies.

## 5.8. Incident Replacement of Property

- 5.8.1. Replacement of government and state cooperator property will be accomplished through the supply ordering system as described in the National Mobilization Guide chapter 20, Interagency Standards for Fire & Fire Aviation Operations chapter 11, Interagency Incident Business Management Handbook chapter 20, and the Great Basin Mobilization Guide chapter 20. Guidance referenced herein related to charging purchases to an incident is listed at <https://gacc.nifc.gov/gbcc/business.php>. The protecting agency and those with the delegated authority for the management of the incident may have more restrictive procedures. Items approved by the IMT or incident agency for re-supply by the supporting home unit will be a reimbursable expense as defined in this document and may be verified by source documents. The following order of supply will be, through the incident, through an agency cache/warehouse, or from commercial sources of supply.
  - 5.8.1.1. **Consumable goods** used on the incident will be replaced for agencies and their cooperators through the supply unit on the incident. If unable to fill, the home unit may fill through agency caches and warehouses accompanied by the appropriate incident replacement documentation. Petroleum products may be filled by commercial suppliers (i.e. two cycle oil mix, burn fuel, saw bar lubricant).
  - 5.8.1.2. **Chainsaw supplies and maintenance** items specific to the saw manufacturer, including cutting attachments, are necessary to keep the saw operating for the benefit of the incident. Reasonable quantity of items specific to the maintenance and performance of chainsaws will be considered expendable items used to support the incident. Additionally, items used during felling and bucking operations (plastic wedges, etc.) for the safety of operator are also expendable and may be replaced. If the supply unit is unable to fill chainsaw related items at the incident in a timely manner, approved items listed on an OF-315 will be filled at the supporting agency home unit through commercial sources and will be a reimbursable expense.
  - 5.8.1.3. **Damage/Loss Property:** Lost or damaged government property may be replaced when reported on an OF-289 that was reviewed and signed by the incident commander, logistics section chief, supply unit leader, agency administrator, or designee of the hosting unit. Replacement can occur at the incident supply or through the agency cache and warehouse system with an

incident replacement form (OF-315).

**5.8.1.4. Specialty and non-cache items** may be replaced and reimbursed with the incident Jurisdictional Agency's written documentation to the home unit for the replacement of government property items that have been destroyed or rendered otherwise unserviceable while being used on the incident. Property items may be, but are not limited to digital cameras, chainsaws, GPS units, communication radios, laptop computers and printers. Replacement will be handled by the home unit.

**5.8.1.5. State Vehicles and licensed/registered equipment** is self-insured through the State of Utah and subject to deductible charges. When properly documented and not attributed to normal wear and tear, any deductible charges will be a reimbursable expense by the protecting agency.

## **5.9. Personal Property Damage and Loss**

**5.9.1.** Employee loss or damage of personal items on an incident will be subject to the laws, regulations and rules of the employing agency and may be a reimbursable expense by the protecting agency if employee's claim has been filed with the incident and reimbursed by the home unit.

## **5.10. Third Party Cost Recovery**

**5.10.1.** Agencies are committed to recovering suppression costs, and where applicable, emergency stabilization and rehabilitation costs, as well as pursuing criminal action where appropriate. Trespass collection/cost recovery is a way to target prevention efforts as a deterrent to prevent future damages to resources and lands. It is critical that a thorough investigation be completed for all fires where it is determined to be human caused or cause is unknown.

**5.10.1.1.** Each agency shall be responsible for the fire-related law enforcement activities involving their respective lands. Agencies shall render mutual assistance in investigation and law enforcement activities to the fullest extent possible.

**5.10.1.2.** Local interagency dispatch centers will maintain a list of qualified wildland fire investigators.

**5.10.1.3.** The responding resources will notify the Jurisdictional Agency if the fire is suspected to be human caused or cause is unknown. A Wildland Fire Investigator will be ordered to investigate as soon as possible. First responders and the Initial Attack IC are responsible for protection of the scene and area of general origin.

**5.10.1.4.** A Statewide Interagency Wildland Investigation Taskforce (SIWIT) is recommended when the complexity of a wildland investigation case exceeds the capacity of the investigator(s) initially assigned or Jurisdictional Agency fire managers. This taskforce is focused exclusively on fire origin and cause. Factors to evaluate for investigation complexity are:

5.10.1.4.1. Criminal acts or suspicious circumstances

5.10.1.4.2. Probability of criminal or civil action

5.10.1.4.3. Large, multi-jurisdictional fires

5.10.1.4.4. Critical incidents

5.10.1.4.5. High monetary value losses

5.10.1.4.6. High fire suppression costs

**5.10.1.5.** Cost recovery efforts at the civil level for fire trespass on multi-jurisdictional fires involving the State of Utah or a political subdivision will be coordinated between the Department of Justice and the State Attorney General's office and the Attorney's office for that political subdivision. The lead plaintiff agency will be decided at that level depending on the financial commitment by jurisdiction and case facts.

**5.10.1.6.** Agencies will make their best effort to include all agencies' costs in cost recovery efforts, as agency policy allows. Fire suppression efforts are typically multi-agency and other agencies will incur costs despite the fire not being their jurisdiction. Per 31 U.S.C. § 901.1 (c) Agencies shall cooperate with one another in their debt collection activities.

## 6. Document Library

**6.1** Agency reference manuals are the Fire Department Manual and the Fire Management Manual located at <https://sites.google.com/a/utah.gov/ffsl-enterprise/Home/fire> management link

1. Master Cooperative Wildland Fire Management Agreement
2. Utah Statewide Operating Plan
3. Utah Fire Management Manual
4. Fire Department Manual and Rate Book (cooperator)
5. Fire Department MOU (example)
6. County MOU with Utah State Forester (Template)
7. Utah National Guard Agreement
8. Utah Department of Transportation Agreement
9. Utah Incident Business Operating Guidelines
10. Utah State Cost Share Template
11. Great Basin Standard Cost Spreadsheet (CH. 80)
12. Utah Land and Facility Use Agreement
13. Utah Cost Share Template

<https://gacc.nifc.gov/egbc/business.php>

<https://gacc.nifc.gov/egbc/predictive/smoke.html>

## **7. Appendices**

**7.1. Appendix A – Fire Restriction Closure Process**

**7.2. Appendix B – Consolidated Billing Process in State**

**7.3. Appendix C – Fire Billing Process Out of State**

**7.3.1. Exhibit 01 – Sample Itemized Incident Invoice and Summary Costs.**

**7.4. Appendix D – Retardant Application on National Forest System Lands**

**7.5. Appendix E – Delegation of Fire Management Authority/Transfer of Fiscal Responsibility**

# APPENDIX A

## *Public Use Restrictions - Fire Closures*

- A Purpose:** Provide guidelines for interagency coordination in declaring, administering and terminating fire restrictions/closures by the various federal, state and local jurisdictions in Utah to:
1. Minimize confusion by coordinating information released to the news media and general public.
  2. Provide criteria to be used in the decision making process to implement restrictions/closures/terminations action.
- B Scope:** This operation plan is established as a guideline for the cooperating agencies in Utah as signatories to the Utah Cooperative Fire Management Agreement.
- C Coordination:** Whenever fire restrictions/closures are implemented or terminated, all agencies agree to coordinate their efforts at the local, regional and state level. This includes the area involved, restrictions/closures action, news media and public notification process. The Restrictions/Closures Utah Coordinator (Utah Bureau of Land Management – Heather O’Hanlon (801) 367-2897) will be notified when a fire restriction/closure implementation or termination is under consideration to assist in overall coordination. **This plan shall not limit any agency from implementing restrictions/closures required to accomplish their management objectives.**
- 3. Criteria for Fire Restriction Actions: The following are examples of criteria used to implement or terminate fire restrictions or closures:**
- a. National Fire Danger Rating System.
  - b. National Weather Service data and long-range forecast.
  - c. Live fuel moisture.
  - d. 1000 hour time lag fuel moisture.
  - e. Predicted fire behavior.
  - f. Recent fire history.
  - g. Fuel loading, condition and other local conditions.
  - h. Fire protection service capabilities including water resources.
  - i. Preparedness levels, local or national.
- 4. Boundaries:** Fire Restrictions will be authorized on an area-by-area basis with all interagency partners agreeing when to go into restrictions. “Areas” are defined as the five interagency dispatch zones. Every effort will be made to select boundaries that coincide with the interagency dispatch zones. When this cannot be agreed to boundaries will be on county lines or major roadways. Designating restriction areas by agency boundaries should be avoided. All interagency partners in a given Area must agree to discuss when to go into restrictions for a restriction to be implemented. Local interagency news releases and statewide interagency news releases will be used to announce restrictions.
- 5. Restrictions:** When fire restrictions are imposed they will include all of the following acts as prohibited on public, private, and county-owned lands when a “restriction” is ordered:
- a. Setting, building, maintaining, attending, or using open fire of any kind, including charcoal and briquettes, except campfires within approved fire pits and grills

provided for in improved campgrounds, picnic areas, and permanently improved places of habitation, or except as otherwise authorized. Devices fueled by petroleum or LPG products are allowed in all locations.

- b. Smoking, except within an enclosed vehicle, camp trailer, or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared to mineral soil.
  - c. Discharging, or using any kind of fireworks, tracer ammunition, or other incendiary devices in any location on federal, state, and unincorporated private lands. Note: These acts are always prohibited on all National Forest System and National Park Service administered lands.
6. **Exceptions to Restrictions:** All other necessary exemptions to the restrictions will be handled through local “permits” issued by the responsible agency(ies) for that purpose.
7. **Advanced Fire Restrictions:** It may be necessary to impose an “Advanced Fire Restriction.” Advanced Restrictions will be coordinated at the state level and may restrict additional activities or include the complete ban of fires with the exception of devices fueled by petroleum or other LPG products.
8. **Procedures:** The following general procedures will be used in the implementation, modification, and rescission of fire restrictions.
- a. Local agency prevention officers or FMOs are responsible to contact their Agency Restriction Coordinator when considering implementing fire restrictions. Agency Restriction Coordinators will contact adjacent agency offices and other interested parties to ascertain interest in enlarging the affected area.
  - b. Agency Restriction Coordinators are responsible to contact the Utah Restrictions Coordinator to pass on information regarding their intention to implement restrictions.
  - c. The Utah Restrictions Coordinator (Heather O’Hanlon 801-367-2897) will contact the State Fire Restriction Coordinator (Shayne Ward, 801-898-6065) and the Region 4 Fire Restriction Coordinator (Loren Walker 801-625-5245) to advise them of the pending action and affected area.
  - d. Once the restriction is approved, the Utah Restrictions Coordinator and the State Public Information Officer (PIO) will coordinate with local PAO/PIOs to determine the most appropriate method for a press release. It is critical that a consistent message is delivered to the public, particularly if multiple (statewide and local) press releases are being issued.
  - e. The Utah Restrictions Coordinator will coordinate the development of a GIS product to display areas within the state where fire restrictions have been implemented. The product will be made available through the [utahfireinfo.gov](http://utahfireinfo.gov) web site.
  - f. The individual agencies will develop the appropriate legal papers to implement the restrictions action on lands they administer
  - g. Local FMOs will notify agencies (city, county, state and federal) of the impending action and the area affected.
  - h. Public notification will be coordinated by the Utah Coordinator, the State Fire Restriction Coordinator, and the Region 4 Restriction Coordinator. The Utah Coordinator, the State Fire Restriction Coordinator and the Region 4 Fire Restriction Coordinator, in conjunction with Public Affairs Officials from the affected agencies, will publish the action in the state wide media (newspapers, television stations, etc).
  - i. As additional areas are added or deleted from the restrictions, the agency FMOs will notify their agency restriction coordinator who will notify the Utah Coordinator/State Fire Restriction Coordinator/Region 4 Fire Restriction

Coordinator as to the timing and areas to be affected. Restriction areas will follow guidelines in C. 4.

- j. One to two week time considerations will be given to allow the information to be communicated to adjacent units, the news media and the public.

**9. Termination/Modification of Restriction Action:**

- a. When conditions no longer meet the criteria for fire restrictions (Section C.3) the restriction should be terminated or modified. The individual agencies will develop the appropriated legal paper to end or modify the restriction on the lands they administer.
- b. Local prevention officers or FMOs will contact their Agency Restriction Coordinator, who will notify the Utah Restriction Coordinator about the change of conditions and the possible termination/modification of restrictions. Local FMOs and Line Officers will notify all local fire agencies (city, county, state and federal) of the impending action and are affected.
- c. Local PAO's will coordinate notifying the public through appropriate media outlets concerning the affected areas. Prevention Officers will ensure posted signs are removed.

**10. Enforcement:** Agencies agree to assist each other in enforcing fire restriction to the extent possible and coordinate enforcement activities where appropriate

**11. Definitions:**

- **Restriction** - A limitation on an activity or use.
- **Closure** - The closing of an area to entry or use.
- **Campfire** - A controlled fire, occurring out of doors, used for cooking, personal warmth, lighting, ceremonial, or aesthetic purposes.
- **Developed Recreational Site** – Is an area which has been permanently improved or developed for recreation. A developed recreation site may be a publicly-owned campground or picnic area signed and identified for that purpose. It may also be a privately owned permanently developed site used for camping or picnicking for groups or an individual.
- **Designated Area** - A geographic area defined by an agency in which specific land use activities is occurring.
- **Permit** - A written document issued by an authorized agency representative to specifically authorize an otherwise prohibited act.
- **Designated Roads and Trails**- Those roads and trails which are identified on maps regularly provided to the public by the State Department of Transportation or Land Management Agencies.
- **Fireworks**- Includes all classes of explosives. Specifically any device that produces noises, smoke, showers of sparks or movement by combustion or explosive materials. These are Class C explosives as defined by the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations.



## **APPENDIX B**

### **In-state Fire Cost Balance Sheet**

All in-state fire bills are consolidated in the Fire Business System (FBS) database for all agencies. Fires are tracked individually per agency and tracked by using fire reports, fire codes, fire names and function codes.

The state is responsible for managing consolidated billing in the FBS which includes all agencies and cost share information. Actual costs are tracked by each agency for each incident and added to the FBS.

Agency costs are subject to audit procedures identified in section 5.5 Audit Procedures. The consolidated billing database is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. The FBS will generate a final balance for all parties in the State / Federal Reconciliation Report, thus requiring only one transfer of funds to reconcile the fire season.

Any disputes concerning individual fires recorded in the FBS will be identified, resolved and will be handled on a per case basis, beginning with a cost adjudication meeting. During the fire cost adjudication meeting, entities that are party to the billing process will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by the signature parties. If a consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression of disputed fires have been agreed upon, a bill will be issued to the owing party.

## **APPENDIX C**

### **Fire Billing Process *for State Resources***

#### **Out of State**

- A. **Reimbursable Billings and Payments:** Invoices from the State should be submitted as soon as possible, but no later than 270 days after resources return from assignment. Instances where more than 270 days are needed, a written extension of time may be granted in which a final invoice must be submitted within 365 days of the initial action.

A separate invoice will be submitted for resource(s) assigned to an incident:

- Remit To: agency name, address, phone number, and agency financial contact
  - Invoice number
  - Agreement number and/or Task Order number
  - Incident name and incident number
  - Location and jurisdictional unit
  - Dates of the incident covered by the billing,
  - Appropriate incident fire code (i.e. Forest Service P-code)
  - Initial Resource Order with unit name and number
  - Itemized summary cost data for the amount being billed. Summarization of cost data can be found in the Agreed to Billable/Reimbursable Expenses breakdown in Provision 5.3.9
  - DUNS number when appropriate
1. The above bulleted list is considered adequate documentation for the billing and reimbursement and will be submitted as shown in Exhibit 01. If questions arise from this document, further documentation may be provided as available by the agencies.
  2. The State will maintain records of summary cost data to include, but not be limited to, personnel costs and consolidated travel statement, equipment use, vehicle mileage reimbursement, rental reimbursement, and a listing by vendor name and amount spent for supplies and services procured.
  3. Cost source documents are incident generated cost, time reports and general information and/or state required reports generated by the Agency, that support the summary billing and reimbursement. Time recording procedures and documentation requirements are located in agency reference manuals. See document library.
  4. Qualifying reimbursable expenses for an incident are listed in Provision 5.3.9 Reimbursable Assistance Expense of the Statewide AOP

5. Cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA, trespass or cost share). The Agencies agree to allow agency auditors access to all cost source documents for audit and inspection. Agencies shall maintain all records necessary to properly account for the expenses made and authorized by this agreement. These records shall be retained for at least four years or until all audits initiated within four years have been completed.
6. Requests for source documentation to verify disputed billings will be made in writing, clearly identify and articulate the area of the billing being disputed, and request only the documentation required to resolve the discrepancy.
7. New incident numbers and fire codes may be assigned by the IMT or Jurisdictional Agency for cost tracking purposes (e.g. cost share, trespass, and initial attack fires). The state will document for each number and code assigned by the protecting agency based on incident generated documents. This sharing and movement resources will not necessitate a new resource order for reimbursement.
8. Initial resource order authorizes per diem and lodging to and from the incident.
9. Geographic Area Coordination Centers may choose to order resources for prepositioning or wildfire support. These orders are area support WFSU code or a preposition order or preparedness order with a fire code. After reporting, the GACC will reassign the resource under a fire job code on a new order in ROSS. The initial order for Wildfire Support, Prepositioning and Preparedness is reimbursable for State resources and state cooperators.
10. Presidential declared FEMA "Surge Orders" may be the only ROSS generated resource order. An agency will receive a Mission Assignment (MA) to bill to after they arrive to the assignment area. The new MA order may not be re-assigned through ROSS. The initial "Surge Order" will approve the MA for reimbursement.

#### B. Billing Contacts

1. Assignments of State resources outside of Utah on fires under the jurisdiction of the US Forest Service or another State will be directly billed by the State of Utah to USDA Region Four (R- 4) Forest Service Incident Business Specialist
2. Any assignments of State resources outside of Utah on fires under the jurisdiction of a Department of the Interior agency will be billed by the State of Utah to the BLM Utah State Office Incident Business Specialist.

#### C. Electronic Funds Transfer (EFT): Utah shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible.

1. In order to receive EFT payments, Utah shall register and stay current on

registration in the SAM.gov contractor registry, formerly known as Central Contractor Registry (CCR), at [www.SAM.gov](http://www.SAM.gov) and follow the instructions on line. For assistance, contact the SAM.gov Assistance Center at 866-606-8220 or through the Federal Service Desk at [www.fsd.gov](http://www.fsd.gov). .

- D. Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures. Final agreed upon bills will be due 30 days after date of issuance.
- E. Contested Billings: Written notice that a bill is contested will be mailed to the billing Agency within 30 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 30 days following receipt of the written notice. Depending on the extent of the contested items within the original billing, a new billing will be issued.



**STATE OF UTAH  
NATURAL RESOURCES  
Division of Forestry, Fire and State Lands**

Invoice Date  
08/11/2015

Invoice Number  
LP16-0003  
Net 30 days

**Remit to:**  
Division of Forestry, Fire and State Lands  
1594 W North Temple Ste 3520  
Salt Lake City, UT 84114-5703  
801-538-5555

**Bill to:**  
USDA Forest Service  
Albuquerque Service Center  
Incident Finance  
101 B Sun Avenue, NE  
Albuquerque, NM 87109

Fire/Project Name	Incident Number	Financial Code	Beg Date	End Date	Resource #	Resource Name
2015 SFC Preposition/Staging	NVHTF-030266	P4EKR6	07/01/2015	07/09/2015	E-3	Lone Peak Engines

Agreement #	DUNS#	Batch #	Tracking #	Job Code
13-FI-11046000-015				Heavy Engine 1668

**Itemized Cost Summary**

Description	Detail	Amount
Personnel Time		
Equipment and Fleet Vehicle Use		
Expense Reimbursements		

**Total Due:**

**Account Codes**

Fund	Dept	Unit	Approp	Object	Revenue	Activity	Function	Program	Phase	Event Type	Amount
1000	560	1664	RDG		2851						

**Total Accounting Codes:**

Approved by:

Contact: Vicki Leetham

Phone: 801-538-5494

Prepared by: Vicki Leetham

# Appendix D

## RECORD OF DECISION FOR THE NATIONWIDE AERIAL APPLICATION OF FIRE RETARDANT ON NATIONAL FOREST SYSTEM LANDS

### Changes in the aerial delivery of fire retardant:

1. Prior to ROD:
  - Federal wildland and some State (including California) fire agencies followed the *2000 Guidelines for Aerial Delivery of Retardant or Foam Near Waterways* (Guidelines) in order to prevent application of retardant into waterways.
  - The Guidelines required retardant not be dropped within 300 feet of any body of water or into the waterway
  - The Guidelines permitted **three** exceptions:
    - o when it is impossible to construct fire line due to terrain, area congestions, life property concerns, or lack of ground personnel
    - o when life or property is threatened
    - o when potential damage to natural resources outweighs possible loss of aquatic life
  - In 2008, the Forest Service adopted additional measures (Reasonable and Prudent Alternatives or *RPA's*), recommended by the USFWS and NOAA Fisheries to avoid jeopardizing listed species and critical habitat.
2. **New Direction in the ROD:**
  - The ROD replaces the 2000 Guidelines with 2011 Direction that permits one exemption for aerial delivery of fire retardant into waterways: when human life or public safety is threatened, and the use of aerially delivered fire retardant can be reasonably expected to alleviate that threat.
  - The ROD provides additional operational guidance's to ensure retardant drops are not made within the 300-foot buffers on either side of waterways, in waterways, or within avoidance areas mapped for threatened, endangered, proposed, candidate, and Forest Service-sensitive species.
  - The ROD provides new national standardized protocols for mapping avoidance areas. Avoidance areas have been mapped for threatened, endangered, proposed, candidate, and Forest Service-sensitive species on each national forest where retardant is likely to be used and may have unacceptable effects on a species or its habitat. Aerial application of fire retardant will be used and may have unacceptable effects on a species or its habitat. Aerial application of fire retardant will be avoided in these areas.
  - The ROD provides greater protection for cultural resources including historic properties, traditional cultural resources, and sacred sites through national direction for closer coordination with states and tribes.
  - The 2011 Direction requires the Forest Services to annually assess 5% of fires smaller than 300 acres where aerially-delivered retardant is used and the fires has an avoidance area, waterway, or is near an avoidance area—including at least one small fire on every Forest that uses retardant—to better determine if the use of retardant on smaller fires is entering an avoidance area but not being discovered and reported.
  - The ROD includes additional procedures for reinitiating consultation and monitoring, if determined to be required, should a misapplication occur.
3. The Forest Service will monitor **ALL** misapplications utilizing national standard reporting forms.
4. To determine if misapplication had occurred, the Forest Service will continue to monitor *all large fires* where aerial delivered retardant is used and avoidance areas exist.

<http://www.fs.fed.us/fire/retardant/index.html>

# Appendix E

**Delegation of Fire Management Authority  
and  
Transfer of Fiscal Responsibility  
between  
Utah Division of Forestry, Fire and State Lands  
and  
[Participating Eligible Entity]**

***Definition as outlined in the Cooperative Agreement for Participating Entities:***

Delegation of Fire Management Authority and Transfer of Fiscal Responsibility (“Delegation”) occur simultaneously with **one** of the following events (check all that apply):

- ☐ State or federally owned lands are involved in the incident; or,
- ☐ firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,
- ☐ at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
- ☐ by decision of the State Forester after consultation with local authorities.

Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

BASED UPON one of the foregoing having occurred it is hereby agreed by and between the parties that Fire Management Authority and Fiscal Responsibility is hereby delegated and transferred to the Division of Forestry, Fire and State Lands. Responsibility for fire suppression costs depends upon applicable statutes, rules, and agreements.

**Participating Entity Fire Official:**

Name/Title	Signature
------------	-----------

Date	Time
------	------

**Forestry, Fire and State Lands Official (or designee):**

Name/Title	Signature
------------	-----------

Date	Time
------	------

Incident Name	Incident Number
---------------	-----------------